

A. G. Contract No. KR93-2431-TRN
JPA No.: 93-140
ECS File No.: 94-40
Project: H 3371 01X
Section: I-10/Starr Pass Blvd
City of Tucson
Contract No. 0159-94

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON

THIS AGREEMENT is entered into 27 January, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF TUCSON, acting by and through its City Council (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. It is to the mutual advantage of the State and the
City to change traffic signs on Interstate 10 to reflect the
street name change from "22nd Street" to "Starr Pass
Boulevard". Signs for 22nd Street will be changed to include
Starr Pass Boulevard. Both "22nd Street" and "Starr Pass
Boulevard" will remain on the signs upon completion.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>18380</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>01/27/94</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky V. Greenwood</u>

II. SCOPE OF WORK

1. The State will:

a. Construct and install all signs necessary to reflect the name change from "22nd Street" to "Starr Pass Boulevard" on Interstate 10, for a total estimated cost of \$149,000.00 as shown on Exhibit A, attached hereto and made a part of this agreement.

b. Invoice the City for their portion of the costs, estimated to be \$53,000.00, as shown on Exhibit B, attached hereto and made a part of this agreement.

c. Upon completion of the installation, will be responsible for maintenance of said traffic signs.

2. The City will:

Upon receipt of the State's invoice, reimburse the State for the City's portion of the cost, estimated to be \$53,000.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Signing; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

The City of Tucson
City Manager
P.O. Box 27210
Tucson, AZ 85726

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF TUCSON

STATE OF ARIZONA

Department of Transportation

By 
GEORGE MILLER,
Mayor

By 
ROBERT P. MICKELSON, P.E.
Deputy State Engineer


ATTEST:

City Clerk

EXHIBIT A

ITEMIZED ESTIMATE

Project H 3371 01 X
Starr Pass Blvd

9/17/93

Total Cost of Project, Including Tucson Portion

Item #	Item Description	Unit	Qty	Unit Price	Amount
	Overhead Sign Panel	sf	2150	25.00	53750.00
	Flat Sheet Alum. & Char.	sf	120	24.00	2880.00
	Telesc. p-post	ft	100	13.00	1300.00
	Telesc. p-post fnd	ea	10	165.00	1650.00
	Telesc. p-post slip base	ea	10	150.00	1500.00
	S 3x5.7 post	ft	56	17.00	952.00
	S 3x5.7 post fnd	ea	4	250.00	1000.00
	Sign Bridge	ea	2	20000.00	40000.00
	Sign Bridge Fnd	ea	4	6000.00	24000.00
	Sign Cantilever	ea	1	8500.00	8500.00
	Sign Cantilever fnd	ea	1	7000.00	7000.00
	Sign Cantilever Removal	ea	1	1000.00	1000.00
	Traffic Control	l.sum	1	5000.00	5000.00
TOTAL					148532.00

EXHIBIT B

ITEMIZED ESTIMATE

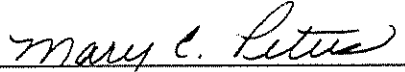
Project H 3371 01 X 9/17/93
Starr Pass Blvd
Tucson Portion of Cost

Item #	Item Description	Unit	Qty	Unit Price	Amount
	Overhead Sign Panel	sf	1748	25.00	43700.00
	Flat Sheet Alum. & Char.	sf	120	24.00	2880.00
	Telesc. p-post	ft	100	13.00	1300.00
	Telesc. p-post fnd	ea	10	165.00	1650.00
	Telesc. p-post slip base	ea	10	150.00	1500.00
	S 3x5.7 post	ft	56	17.00	952.00
	S 3x5.7 post fnd	ea	4	250.00	1000.00
TOTAL					52982.00

RESOLUTION

BE IT RESOLVED on this 24th day of September 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Tucson for the purpose of defining responsibilities for changing traffic signs on Interstate 10 within the City of Tucson to reflect the street name change from "22nd Street" to "Starr Pass Boulevard".

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.


for LARRY S. BONINE
Director

ADOPTED BY THE
MAYOR AND COUNCIL

JAN 03 1994

RESOLUTION NO. 16507

RELATING TO INTERGOVERNMENTAL AGREEMENTS; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION FOR SIGNING CHANGES FOR INTERSTATE 10 AND STARR PASS BOULEVARD.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

SECTION 1. The Intergovernmental Agreement with the State of Arizona Department of Transportation for signing changes for Interstate 10 and Starr Pass Boulevard, attached hereto, is approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the said Intergovernmental Agreement for and on behalf of the City of Tucson and the City Clerk is authorized and directed to attest the same.

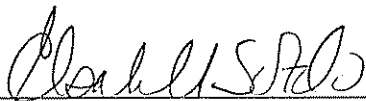
SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist and this resolution shall be effective immediately upon its passage and adoption.

APPROVAL OF THE TUCSON CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF TUCSON and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 21st day of Dec, 1993.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2431-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 19th day of January, 1994.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G